

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WILLIAMSBURG LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
WILLIAMSBURG EDUCATION ASSOCIATION**

This Memorandum of Understanding is entered on this 8th day of August, 2014, by and between the Williamsburg Education Association (hereinafter the "Association") and the Williamsburg Local School District Board of Education (hereinafter the "Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement, the effective dates of which are July 1, 2014 through June 30, 2017 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement contains a provision for the evaluation of members of the bargaining unit; and

WHEREAS, the Ohio Legislature has passed legislation that requires the Board and Association to implement a new evaluation procedure; and

WHEREAS, the required framework for the new evaluation procedure for the 2014-2015 school year is different than the evaluation language contained in the agreement between the parties.

NOW, THEREFORE, BE IT AGREED as follows:

The Board and the Association agree that the District's evaluation program will include the following:

1. A uniform instrument for rating bargaining unit members.
2. A philosophy of evaluation whereby the evaluator will assist the bargaining unit member in improving his/her instructional and professional performance as well as assisting the bargaining unit member with adapting to the new evaluation system.

3. A. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a summative evaluation in accordance with Ohio law based on both student growth measures and teacher performance ratings.

B. Application

The teacher evaluation procedure contained in this MOU applies to the following employees of the District:

1. Teachers working under a license and/or permanent certificate issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
2. Teachers working under a permanent certificate issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

C. Evaluators

1. All evaluators of OTES teachers shall be licensed administrators employed by the Williamsburg Board of Education on a district administrator contract, who have been credentialed through the ODE. If a teacher believes he/she has received unsatisfactory results by evidence placed in the OTES rubric at the end of each observation cycle, and is being evaluated by district administration other than their building principal, the teacher may request a meeting with the building principal within five work days of the post evaluation conference to request that another evaluator be assigned to complete any remaining observation cycles for the current school year and an effort will be made to accommodate this request.

D. Evaluation Instrument

The Evaluation Instrument shall be the Ohio Teacher Evaluation System (OTES) Framework. The OTES forms are by reference incorporated into this MOU.

The Board and the Association agree that the OTES Resources will be utilized by the District, as necessary and appropriate, in evaluating teacher performance as part of the OTES Model.

E. Orientation

1. Not later than September 30th of each year, each teacher shall be notified in writing of the name and position of the individual evaluating him/her for that school year.
2. The District shall hold an OTES overview meeting for teachers being evaluated no later than September 30th of each year.

F. Schedule for Evaluation

1. Each teacher being evaluated shall participate in a goal development meeting with his/her evaluator no later than September 30th and prior to the first observation being conducted. The teacher shall complete the Professional Growth Plan form prior to this meeting.
2. In the year when a teacher's contract expires, a minimum of three (3) formal observations shall be conducted. The only exception is if the administration waives the third (3rd) observation. In a year when a teacher's contract does not expire, a minimum of two (2) formal observations shall be completed. Under no circumstances shall a teacher's contract be non-renewed or terminated unless a minimum of three (3) observations have been completed.

- a. A formal observation shall last a minimum of forty-five (45) minutes.
 - b. For the first formal observation, a conference between the evaluator and the teacher will occur at least one (1) day prior to the observation in order for the teacher to explain plans and objectives for the class which will be observed. The form to be completed is either the Observation Sheet or the Observation Rubric.
 - c. All post-observation conferences shall be held between the evaluator and the teacher not later than five (5) work days after the observation.
 - d. The timeline for teachers being observed shall be:
 - i. First (1st) post-observation conference held on or before December 15th.
 - ii. Second (2nd) post-observation conference held on or before April 15th.
 - iii. Third (3rd) post-observation conference (if needed) held on or before May 1st.
 - e. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
 - f. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.
3. The principal and teacher may extend the timelines by mutual agreement to accommodate calamity days and/or days of absence.

G. Walkthroughs

1. A minimum of two (2) Informal Observations (walkthroughs) are to be conducted over the course of the school year. Bargaining unit members participating in OTES will receive a written summary of the Informal Observation within five work days of the event. Either the educator or evaluator may request a conference after any Informal Observation is completed. All Informal Observations will be documented.

H. OTES Committee and Its Role

The District OTES committee shall be comprised of representatives of the bargaining unit and representatives of district administration, and monitor Student Learning Objectives (SLO) and Student Growth Measures by grade levels and subject areas looking at the number of SLOs required of teachers, and reliance of the value added data. The committee is responsible for jointly recommending the policies and procedures for the student growth portion of the evaluation procedures to the Association and the Board. The committee should use a consensus process to come to resolution of concerns. The Association committee will make recommendations of needed changes to the Association negotiations team and the Board's members shall do the same to the Board's negotiations team. The parties shall negotiate changes to this Memorandum of Understanding.

Student data shall be excluded from any value added or student growth measures per language in O.R.C. (45 days absent per year both excused and unexcused).

I. Employment Decisions

The Board may consider final teacher evaluations for retention, promotion and to remove poorly performing teachers as outlined in ORC 3319.111 and in compliance with the collective bargaining agreement. However, for school years 2014-15, 2015-16, and 2016-17, student growth measures shall not be the basis for retention or lay-off decisions. Student Growth Measures may be considered as a factor in promotion decisions, but shall not be the sole factor.

A teacher has the right to Association representation at any administrative meeting where employment decisions related to professional growth is discussed. A teacher may challenge procedural violations through the grievance procedure in the Contract.

WILLIAMSBURG LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

[Signature]
Board President
9/23/14

Date
[Signature]
Board Treasurer
9/23/14
Date

WILLIAMSBURG EDUCATION
ASSOCIATION

[Signature]
President
9/23/2014
Date

[Signature]
Treasurer ~~Secretary~~
9-23-14
Date